

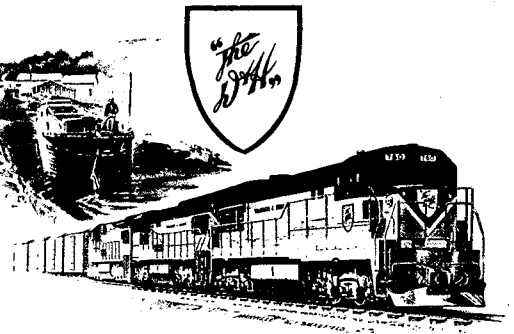
RECORDATION NO. 13909-B
Filed 1979

FEB 14 1983 12 00 PM

INTERSTATE COMMERCE COMMISSION

DELAWARE AND HUDSON RAILWAY COMPANY

ALBANY, NEW YORK 12207



Dependable Transportation Since 1823

3-045A067

February 4, 1983

Date of Recording

Fee \$ 10.00

ICC Washington, D. C.

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

Attention: Mildred Lee
Recordation Clerk

RECEIVED
FEB 14 11 53 AM '83
U.S. C.
FEE OPERATION BR.

Dear Secretary:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an agreement to assign interest in lease, a secondary document dated as of December 30, 1982.

The primary document to which this is connected is recorded under Recordation No. 13909-A.

The names and addresses of the parties to this document are as follows:

Assignor: Delaware and Hudson Railway Company
40 Beaver Street
Albany, New York

Assignee: The United States of America
acting through the Administrator of
the Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D. C.

A description of the equipment covered by the document follows:

Interstate Commerce Commission
Page 2
February 4, 1983

One hundred twenty-eight (128) 100 ton open top triple door hopper cars bearing the following road numbers of Delaware and Hudson Railway Company:

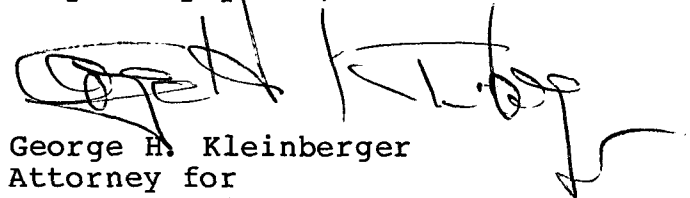
1000 - 1005
1007
1008
1010 - 1052
1054
1056 - 1075
1077
1078
1080 - 1089
1091 - 1124
1126 - 1135

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to George H. Kleinberger, Esq., Corporate Counsel, Delaware and Hudson Railway Company, 40 Beaver Street, Albany, New York 12207.

A short summary of the document to appear in the index follows:

Agreement to Assign Interest in Lease between Delaware and Hudson Railway Company (D&H) and United States of America, acting through the Administrator of the Federal Railroad Administration (USA), dated as of December 30, 1982 under which D&H agrees to obligate Citibank, N.A. to reassign a lease of 128 100 ton open top triple door hopper cars bearing D&H railroad numbers 1000 - 1005, 1007, 1008, 1010 - 1052, 1054, 1056 - 1075, 1077, 1078, 1080 - 1089, 1091 - 1124, 1126 - 1135 to USA and to United States Railway Association.

Very truly yours,



George H. Kleinberger
Attorney for
Delaware and Hudson
Railway Company

13909-B
REGISTRATION NO. FIVE 1425
FEB 14 1983 - 12 00 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT TO ASSIGN INTEREST IN LEASE

AGREEMENT made as of the 30th day of December, 1982,
between

DELAWARE AND HUDSON RAILWAY COMPANY,
a Delaware corporation, with a principal office at 40 Beaver Street,
Albany, New York,

ASSIGNOR

and

UNITED STATES RAILWAY ASSOCIATION,
established pursuant to Section 201
of the Regional Rail Reorganization
Act of 1973 as a non-profit government corporation organized under the
District of Columbia Non-Profit
Corporation Act, with its principal
office at 955 L'Enfant Plaza North,
S.W., Washington, D.C. 20595

and

X THE UNITED STATES OF AMERICA, acting
through the Administrator of the
FEDERAL RAILROAD ADMINISTRATION by a
delegation of authority from the
Secretary of Transportation published
at 49 C.F.R. 1.49(u), whose offices
are at 400 Seventh Street, S.W.,
Washington, D.C., hereinafter
referred to as UNITED STATES OF
AMERICA,

ASSIGNEES.

W I T N E S S E T H

WHEREAS:

A. In accordance with the provisions of Section 6.14 of the First and General Mortgage of The Delaware and Hudson Railroad Corporation dated as of May 1, 1963, (First Mortgage) Citibank, N.A. (formerly First National City Bank), Trustee, ASSIGNOR is by Assignment of Interest in Lease made as of the date hereof (First Assignment) assigning to Citibank all of ASSIGNOR'S interest in a certain lease of railroad Equipment dated as of December 23, 1982 between XTRA, Inc., Lessor, and Delaware and Hudson Railway Company, Lessee (the Lease),

B. ASSIGNOR, by Mortgage dated March 15, 1976, as particularly supplemented by a Second Supplemental Indenture dated February 9, 1978 (Mortgage) has mortgaged certain property, of which the below described Equipment is a part, to ASSIGNEES,

C. In accordance with the provisions of Paragraph 6 of the First Assignment, Citibank is required to reassign the Lease to ASSIGNEES or to such other person as may be designated by ASSIGNEES, (hereinafter collectively ASSIGNEES) upon the satisfaction of the First Mortgage.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, promises, agreements, and

conditions expressed herein, it is mutually agreed as follows:

1. That ASSIGNOR shall obligate Citibank, N.A. to reassign the lease to ASSIGNEES upon satisfaction of the First Mortgage.

2. That, effective upon the satisfaction of the Mortgage ASSIGNEES hereby assign all of their interest in the Lease to ASSIGNOR,

3. That the railroad Equipment covered by the Lease is described in Schedule A, attached hereto and made a part hereof.

4. That ASSIGNOR shall continue to remit to the Lessor of the Lease any or all of the rental and other payments set forth in the Lease and shall perform all of the covenants and shall adhere to all of the conditions contained in the Lease to be performed or adhered to by ASSIGNOR as Lessee thereof and nothing herein shall be deemed to release ASSIGNOR from any liability under said Lease.

5. That, in their sole discretion, ASSIGNEES shall have the right to remit to the Lessor of the Lease any payments required by the Lease to be made by the Lessee thereunder or to perform any other obligations of the Lessee thereunder for the purpose of protecting ASSIGNEES' rights under this agreement.

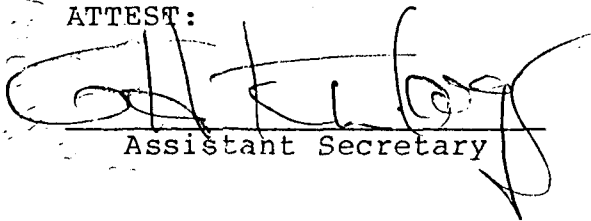
ASSIGNOR shall fully and promptly reimburse ASSIGNEES for any payments made by ASSIGNEES to the Lessor of the Lease or for any costs or expenses incurred by ASSIGNEES in performing ASSIGNOR'S obligations in accordance with this Paragraph 5 immediately upon being presented by ASSIGNEES with a statement therefor.

6. That so long as no default exists under this agreement nothing in this agreement shall in any way limit the right of ASSIGNOR (1) to use and operate the railroad Equipment described in Paragraph 3, above, in normal railroad service, or (2) to permit such Equipment to go upon the property of other railroads in normal interchange service, pooling arrangements, or in transactions of a similar nature.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be hereunder

affixed, duly attested, and this agreement to be signed by
their respective proper officers the day and year first
above written.

ATTEST:


Assistant Secretary

DELAWARE AND HUDSON RAILWAY COMPANY

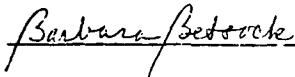
By 
Vice President

ATTEST:

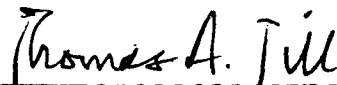
UNITED STATES RAILWAY ASSOCIATION

By _____

ATTEST:

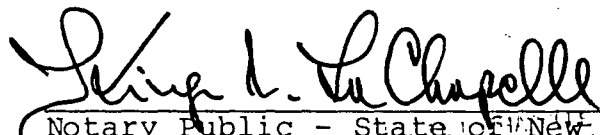


THE UNITED STATES OF AMERICA

By 
Federal Railroad Administrator

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

On this 24th day of December, 1982, before me personally came Donald D. Muir, to me known, who, being by me duly sworn did depose and say that he resides at 18 Wilderness Lane, Valatie, New York 12184, that he is Vice President of Delaware and Hudson Railway Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.


Notary Public - State of New York
Notary Public for the County of Albany
Qualified in Albany County
No. 4723-00
Commission Expires 12/31/1984 84

DISTRICT OF COLUMBIA SS.:

On the _____ day of December, 1982, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of the UNITED STATES RAILWAY ASSOCIATION the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public in and for the
District of Columbia

On the 30th day of December, 1982, before me personally came THOMAS A. TILL, to me known, who, being by me duly sworn, did depose and say that he resides at 6125 Long Meadow Road, McLean, Virginia 22101

Harold E. Finney
Notary Public in and for the
District of Columbia

Feb. 14, 1985

SCHEDULE A

One hundred twenty-eight (128) 100 ton open top triple door
hopper cars bearing the following road numbers of Delaware and
Hudson Railway Company:

1000 - 1005

1007

1008

1010 - 1052

1054

1056 - 1075

1077

1078

1080 - 1089

1091 - 1124

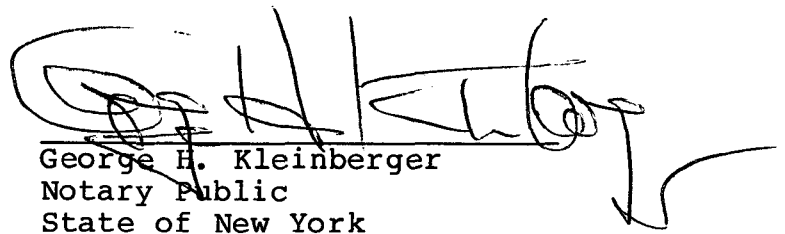
1126 - 1135

CERTIFICATION

I, GEORGE H. KLEINBERGER, do hereby state
that I am a Notary Public of the State of New York;
that I have compared the attached copy of document with
the original thereof, and that the attached copy of
document is a true and correct copy of the original in
all respects.

Dated: February 4, 1983




George H. Kleinberger
Notary Public
State of New York

GEORGE H. KLEINBERGER
Notary Public, State of New York
Qualified in Albany County
Reg. No. 2274380
Commission Expires 02/01/88